

## REMARKS

The Office Action mailed February 25, 2008, rejected Claims 1-27. Applicants have amended Claims 1, 10, 11, 13, 21, and 25. Claim 24 has been canceled without prejudice. New Claims 28-33 have been added. Accordingly, Claims 1-23 and 25-33 are now pending in the application. For the reasons discussed below, applicants submit that the application is in condition for allowance. Action to that end is requested.

### Interview Summary

Prior to discussing the patentability of the claims, the undersigned counsel thanks Examiner Rangrej for the time and consideration she extended in a telephone interview conducted June 24, 2008. In summary, the interview focused primarily on Claims 1 and 15 and the manner in which the claims are distinguishable over the cited art. It was agreed that applicants would submit a formal response for further consideration by the Examiner.

### Claim Rejections Under 35 U.S.C. § 102

The Office Action rejected Claims 1-2 and 4-8 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 7,143,051, issued to Hanby et al. (hereafter "Hanby"). Applicants respectfully traverse the claim rejections for the following reasons.

#### Patentability of Claims 1-2 and 4-8 Over Hanby

Claim 1 recites a method for online processing of a life insurance application that comprises, in part, "receiving a certification via an electronic data communications link that confirms whether the generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the insurance policy." The certification includes "at least one of: (a) a certification from the insurance policy applicant in which the applicant explicitly confirms that the generated illustration has been received; (b) a certification from an agent in which the agent explicitly confirms that the generated illustration has been delivered electronically to the insurance policy applicant; (c) a certification from an agent in which the agent explicitly confirms that the generated illustration has been provided to the insurance policy

applicant via a postal or courier service; or (d) a waiver from the insurance policy applicant in which the applicant explicitly confirms an understanding that the generated illustration will be delivered at the time the insurance policy is delivered."

Applicants respectfully submit that Hanby does not teach or suggest the foregoing elements of Claim 1. In rejecting Claim 1, the Office Action (page 3) relied upon disclosure in Hanby, at Col. 6, lines 59-67, which indicates:

If an appropriate proposal 18 is generated in step 188 and validated in step 189, then the proposal 18 is transmitted to the broker 12 and the client 14 by mail, fax, e-mail, or other medium. As with all input information, all output of the method 10 may be in any form as requested by the client 14. If, for some reason, the proposal process 179 does not generate a proposal 18, then it displays a proper message in step 190 so the sales representative 16 can change the information accordingly and re-generate the proposal 18.

As can be seen, the foregoing passage of Hanby says nothing about "receiving a certification via an electronic data communications link that confirms whether the generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the insurance policy," as claimed in Claim 1.

In the above-referenced telephone interview, the Examiner also directed attention to Col. 7, lines 18-32, of Hanby. While in this passage Hanby appears to allow a user to approve certain coverage, this action of user approval does not constitute "receiving a certification . . . that confirms whether the generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the insurance policy," nor does it teach or suggest that the certification includes "at least one of: (a) a certification from the insurance policy applicant in which the applicant explicitly confirms that the generated illustration has been received; (b) a certification from an agent in which the agent explicitly confirms that the generated illustration has been delivered electronically to the insurance policy applicant; (c) a certification from an agent in which the agent explicitly confirms that the generated illustration has been provided to the insurance policy applicant via a postal or courier service; or (d) a waiver from the insurance

policy applicant in which the applicant explicitly confirms an understanding that the generated illustration will be delivered at the time the insurance policy is delivered." A user may approve of coverage in Hanby without explicitly confirming that a generated illustration has been received or without providing a waiver, as claimed.

Furthermore, the approval letter 20 as taught by Hanby at Col. 7, lines 29-32, does not constitute "a certification," as claimed. The letter 20 is merely correspondence from the insurance company 2 indicating approval of the coverage, and is provided only if the client 14 has requested it. (See Col. 4, lines 13-15, of Hanby.) In contrast, the certification recited in Claim 1 provides confirmation whether a certain event occurred, namely, that an illustration of the insurance policy was delivered to the applicant at the time of commitment for purchase. Nowhere does Hanby teach receiving a certification that confirms whether an illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the insurance policy.

As noted in the specification of the present application, it can be very important to an insurance company to receive a certification that explicitly confirms whether a generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the insurance policy to ensure the insurance company is complying with appropriate insurance regulations. (See page 15, line 29, to page 16, line 3, of the present application as filed.)

Because Hanby fails to teach all of the features recited in Claim 1, Claim 1 is patentable over Hanby. While Hele was not cited with respect to Claim 1, applicants have confirmed that the teachings discussed above which are missing in Hanby are not found in Hele. Applicants respectfully request withdrawal of the rejection of Claim 1 and allowance of the same.

Claims 2 and 4-8 are patentable over Hanby for both their dependence on Claim 1 and for the additional subject matter they recite. For example, Claims 2 and 4-8 further define aspects

relating to the "certification" of delivery of an illustration as recited in Claim 1. In contrast, Hanby does not teach such a certification, nor does Hele.

#### Claim Rejections Under 35 U.S.C. § 103

Claims 3 and 9-27 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Hanby in view of U.S. Patent Application Publication No. 2002/0116231, to Hele et al. (herein "Hele"). Applicants have considered both Hanby and Hele, as well as the comments provided in the Office Action, and respectfully traverse the claim rejections.

#### Patentability of Claims 3 and 9 Over Hanby and Hele

Claims 3 and 9 depend from Claim 1. Accordingly, Claims 3 and 9 are patentable over Hanby for the reasons discussed above. Moreover, even if the disclosure of Hele is combined with Hanby, the combination does not overcome the lack of disclosure of "receiving a certification" as recited in Claim 1. Accordingly, Claims 3 and 9 are allowable over Hanby and Hele.

#### Patentability of Claims 10-14 Over Hanby and Hele

Claim 10 is directed to a method for online processing of a life insurance application that includes, in part, "receiving information via an electronic data communications link that identifies an individual to be insured and describes the insurability of the individual, wherein the information includes health information of the individual." The method further includes "evaluating the health information of the individual" and "determining whether to extend temporary insurance coverage to the individual based on an evaluation of the health information of the individual."

The evaluation of health information is important as, according to Claim 10, "if it is determined to extend temporary insurance coverage to the individual, [the method includes] issuing via an electronic data communications link a temporary insurance certificate that is personalized for the individual according to the life insurance policy, accompanied by a temporary life insurance agreement specifying terms of legally binding temporary life insurance

that is extended to the individual pending issuance of the purchased insurance policy." On the other hand, "if it is determined to not extend temporary insurance coverage to the individual, [the method includes] refusing to collect a premium for the life insurance policy and not extending temporary insurance coverage to the individual."

Support for the amendments to Claim 10 are found, for example, at page 14, lines 19-32, of the application as filed. Applicants submit that the features of amended Claim 10 are not taught or suggested by Hanby or Hele. In particular, applicants have considered paragraphs [0014] and [0152] of Hele, and while temporary coverage is mentioned, Hele does not suggest the elements recited in Claim 10. Accordingly, Claim 10 is in patentable condition.

Claims 11-14 are also in patentable condition, both for their dependence on Claim 10 and for the additional subject matter they recite.

Patentability of Claims 15-20 Over Hanby and Hele

In regard to independent Claim 15, the Office Action asserted that a combination of Hanby and Hele teaches a method for online processing of a life insurance application, comprising:

- a. Receiving information via an electronic data communications link that identifies the individual to be insured and describes the insurability of the individual (Hanby: Col. 3, lines 62-63; Col. 4, lines 65-67).
- b. Obtaining a commitment from the insurance policy applicant for purchase of a life insurance policy to be issued by an insurance provider in accordance with parameters of the life insurance application (Hanby: Col. 4, lines 1-3).
- c. Receiving an authorization via an electronic data communications link that authorizes immediate collection of medical history information from one or more third parties concerning the individual to be insured for purposes of issuing the life insurance policy, in which the authorization is

received in connection with obtaining the commitment for purchase of the life insurance policy and if the commitment for purchase of the life insurance policy is not obtained, the authorization for collection of medical history information is canceled (Hele: paragraphs [0062]-[0063] and [0137]).

The Office Action (page 8) conceded that Hanby fails to teach the element of "receiving an authorization via an electronic data communications link that authorizes immediate collection of medical history information from one or more third parties concerning the individual to be insured for purposes of issuing the life insurance policy, in which the authorization is received in connection with obtaining the commitment for purchase of the life insurance policy." The Office Action instead relied on Hele for its disclosure of collecting "[i]nformation about user risk . . . from the user and any other sources of risk assessment." (See Hele, for example, at paragraph [0063].)

Applicants respectfully disagree. More specifically, applicants submit that Hele fails to teach "receiving an authorization via an electronic data communications link that authorizes immediate collection of medical history information from one or more third parties concerning the individual to be insured for purposes of issuing the life insurance policy, in which the authorization is received in connection with obtaining the commitment for purchase of the life insurance policy and if the commitment for purchase of the life insurance policy is not obtained, the authorization for collection of medical history information is canceled." Applicants have considered the disclosure at paragraphs [0062]-[0063] and [0137] of Hele, and indeed the entire disclosure of Hele, and submit that the foregoing features of Claim 15 are not taught by Hele.

In particular, as pointed out in the Examiner interview, Hele is concerned with assessing risk *before* providing the user a quote (see, for example, paragraphs [0064] and [0134] of Hele), so any "authorization" that Hele obtains is not "received in connection with obtaining [a] commitment for purchase of the life insurance policy," as claimed. According to Hele, no

insurance policy has yet been selected, nor has there been any opportunity for the user to commit to purchase.

Moreover, Claim 15 recites that "if the commitment for purchase of the life insurance policy is not obtained, the authorization for collection of medical history information is canceled." As acknowledged in the Examiner interview, this feature is neither taught nor suggested by Hele.

Because Hanby and Hele fail to teach all of the features of Claim 15, Claim 15 should be allowed. Applicants request withdrawal of the rejection of Claim 15. Furthermore, Claims 16-20 ultimately depend from independent Claim 15. For at least the above-mentioned reasons, and for the additional subject matter they recite, Claims 16-20 should also be allowed.

Patentability of Claims 21-23 and 25-28 Over Hanby and Hele

Claim 21 is directed to a computer system for online processing of a life insurance application. The computer system comprises an application processing server configured with computer-implemented instructions that, when executed, cause the application processing server to undertake certain actions. As per amended Claim 21, these actions include receiving information via an electronic data communications link identifying an individual to be insured and describing the insurability of the individual; generating an illustration providing details of a life insurance policy for the individual to be insured; obtaining a commitment for purchase of the life insurance policy to be issued by an insurance provider; and receiving a certification via an electronic data communications link from the insurance policy applicant or an agent providing explicit information indicating whether the generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the insurance policy.

Applicants respectfully submit that Claim 21 is patentable over the cited art. Specifically, applicants refer to the discussion provided above relative to Claim 1 and the deficiencies of disclosure of Hanby and Hele. Because Hanby and Hele fail to teach all of the features of Claim 21, Claim 21 should be allowed. Claims 22-23 and 25-28 should also be

allowed, both for their dependence on an allowable base claim and for the additional subject matter they recite. Claim 28 is new and states that "the certification includes at least one of: (a) a certification from the insurance policy applicant in which the applicant explicitly confirms that the generated illustration has been received; (b) a certification from the agent in which the agent explicitly confirms that the generated illustration has been delivered electronically to the insurance policy applicant; (c) a certification from the agent in which the agent explicitly confirms that the generated illustration has been provided to the insurance policy applicant via a postal or courier service; or (d) a waiver from the insurance policy applicant in which the applicant explicitly confirms an understanding that the generated illustration will be delivered at the time the insurance policy is delivered," which is similarly recited in amended Claim 1.

#### Patentability of New Claims 29-33 Over Hanby

New Claim 29 is directed to a computer system for online processing of a life insurance application. According to Claim 29, the computer system includes an application processing server configured with computer-implemented instructions that, when executed, cause the application processing server to: receive information via an electronic data communications link that identifies the individual to be insured and describes the insurability of the individual; obtain a commitment from the insurance policy applicant for purchase of a life insurance policy to be issued by an insurance provider in accordance with parameters of the life insurance application; receive an authorization via an electronic data communications link that authorizes immediate collection of medical history information from one or more third parties concerning the individual to be insured for purposes of issuing the life insurance policy, in which the authorization is received in connection with obtaining the commitment for purchase of the life insurance policy; and if the commitment for purchase of the life insurance policy is not obtained, then cancel the authorization for collection of medical history information.

Applicants submit that neither Hanby nor Hele teaches or suggests the features recited in Claim 29. Attention in particular is given to the discussion above relative to Claim 15.



Applicants further submit that new Claims 30-33 are also patentable over Hanby and Hele, both for their dependence on allowable Claim 29 and for the additional subject matter they recite.

### CONCLUSION

In view of the foregoing remarks, applicants submit that the claims pending in the present application are patentable over the cited art. Allowance of the application at an early date is requested. Should any issues remain needing resolution prior to allowance, the Examiner is invited to contact the undersigned counsel by telephone.

Respectfully submitted,

CHRISTENSEN O'CONNOR  
JOHNSON KINDNESS<sup>PLLC</sup>



Kevan L. Morgan  
Registration No. 42,015  
Direct Dial No. 206.695.1712

KLM:jmb